



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

www.washoecounty.us

CM/ACM _____
Finance LC
DA KW
Risk Mgt. DE
HR N/A
Other N/A

STAFF REPORT

BOARD MEETING DATE: July 28, 2015

DATE: July 7, 2015
TO: Board of County Commissioners
FROM: Phil Jones, Sergeant 328-3350
pjones@washoecounty.us

THROUGH: Chuck Allen, Sheriff *C/O A. M. ... for Sheriff Chuck Allen*

SUBJECT: Approve the Sheriff's Security Agreement between the Reno-Tahoe Open Foundation and the County of Washoe on behalf of Washoe County Sheriff's Office to provide uniformed Deputy Sheriffs for security [estimated cost of \$55,000] during the 2015 Barracuda Open Golf Tournament, August 3, 2015 through August 9, 2015. (All Commission Districts)

SUMMARY

The Washoe County Sheriff's Office has been requested to provide uniformed Deputy Sheriffs to aid with security during the 2015 Barracuda Open Golf Tournament, August 3, 2015 through August 9, 2015. The agreement provides for reimbursement to Washoe County for the cost of providing the uniformed Deputy Sheriffs.

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities

PREVIOUS ACTION

The Board has approved security agreements for this golf tournament since 1999. Most recent Board approval was for 2014 Barracuda Open approved July 9, 2014.

BACKGROUND

The Barracuda Open Championship Golf Tournament is an event being hosted at the Montreux Golf and Country Club. The event is organized and operated under the guidance of the Professional Golf Association and the Barracuda Open Foundation. The tournament will begin August 3, 2015 and continue until August 9, 2015.

FISCAL IMPACT

All personnel and equipment will be paid for by the Barracuda Open who will be invoiced by the Washoe County Sheriff's Office at the standard rate of pay and equipment used, as has occurred in the past years. It is estimated that security costs will be \$55,000. Reimbursement received will be deposited to 150200-485129 (Office of the Sheriff/Salary Reimbursement).

RECOMMENDATION

It is recommended that the Board of County Commissioners Approve the Sheriff's Security Agreement between the Reno-Tahoe Open Foundation and the County of Washoe on behalf of Washoe County Sheriff's Office to provide uniformed Deputy Sheriffs for security [estimated cost of \$55,000] during the 2015 Barracuda Open Golf Tournament, August 3, 2015 through August 9, 2015.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be:

Move to Approve the Sheriff's Security Agreement between the Reno-Tahoe Open Foundation and the County of Washoe on behalf of Washoe County Sheriff's Office to provide uniformed Deputy Sheriffs for security [estimated cost of \$55,000] during the 2015 Barracuda Open Golf Tournament, August 3, 2015 through August 9, 2015.

SHERIFF'S SECURITY AGREEMENT

BETWEEN THE

RENO-TAHOE OPEN FOUNDATION

AND THE

COUNTY OF WASHOE

ON BEHALF OF

WASHOE COUNTY SHERIFF'S OFFICE

THIS AGREEMENT is made this 1st day of July 2015, by and between the COUNTY OF WASHOE (herein, "COUNTY"), a political subdivision of the State of Nevada, on behalf of the Washoe County Sheriff's Office, (herein, "SHERIFF") and the RENO-TAHOE OPEN FOUNDATION, a Nevada non-profit corporation (#C28096-1998) (herein, "RTOF").

WITNESSETH:

WHEREAS, RTOF desires the services of Deputy Sheriffs to provide security and law enforcement at various functions of RENO-TAHOE OPEN FOUNDATION related to the 2015 BARRACUDA CHAMPIONSHIP GOLF TOURNAMENT; and

WHEREAS, the SHERIFF desires to allow his Deputy Sheriffs to voluntarily work for RTOF in their non-duty hours because the provision of trained law-enforcement

personnel for public functions, such as the 2015 BARRACUDA CHAMPIONSHIP GOLF TOURNAMENT, serves the public interest; and

WHEREAS, the parties desire to enter into an agreement which allows the WASHOE COUNTY SHERIFF'S OFFICE to provide security and law enforcement during functions conducted at the 2015 BARRACUDA OPN CHAMPIONSHIP GOLF TOURNAMENT and the MONTREUX GOLF AND COUNTRY CLUB and under which the RTOF assumes the responsibility for reimbursing WASHOE COUNTY for the cost of providing necessary Deputy Sheriffs, and Vehicles.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, it is hereby agreed by and between the parties as follows:

I. DEFINITIONS

As used in this Agreement:

- A. "Deputy" means a Deputy Sheriff, Sergeant Deputy, Lieutenant Deputy Sheriffs, and Reserve Deputy Sheriffs.
- B. "Sergeant" means a Sergeant Deputy Sheriff.
- C. "Lieutenant" means a Lieutenant Deputy Sheriff.
- D. "Security services" include law enforcement, dispatch and communications services and services related thereto.

II. PROVISION OF SECURITY SERVICES TO 2015 BARRACUDA CHAMPIONSHIP GOLF TOURNAMENT IS CONDITIONAL; AGREEMENT DOES NOT BECOME EFFECTIVE UNLESS SUFFICIENT NUMBER OF DEPUTIES VOLUNTEER TO SERVE

It is expressly recognized by the parties hereto that a sufficient number of deputies at all levels of supervision must volunteer to perform security services requested by the RTOF before this Agreement becomes effective, and that this AGREEMENT shall not become effective and shall not bind any of the parties hereto in any manner if the SHERIFF is unable to obtain a sufficient number of volunteer deputies to perform those security services. That if the SHERIFF is not able to provide a sufficient number of deputies at all levels of supervision, then notification shall be made to the RTOF by July 15, 2015.

The SHERIFF shall have the sole power to determine the number of deputies, which is deemed sufficient to provide security services.

III. SECURITY SERVICES

Security services to be provided hereunder may include, but are not limited to, the following:

A. Patrolling on foot, by bicycle or designated vehicle, the grounds of the MONTREUX GOLF AND COUNTRY CLUB, neighboring commercial and residential areas and other areas specifically dedicated for use of the event.

B. Assisting at gates and other locations designated by the RTOF and allowing only authorized persons or holders of valid tickets into seating areas and other controlled areas;

- C. Providing additional security measures if the need arises or upon request by the RTOF and if such resources are available.

IV. DEPUTIES WHO VOLUNTEER ACT IN THEIR CAPACITIES AS EMPLOYEES OF THE SHERIFF

Deputy Sheriffs are not compelled to provide security services for the RTOF at the 2015 BARRACUDA CHAMPIONSHIP GOLF TOURNAMENT by virtue of this AGREEMENT, and any such person who provides services during functions of the 2015 BARRACUDA CHAMPIONSHIP GOLF TOURNAMENT does so on a voluntary basis. Deputies who provide such services shall be considered to be "on-duty" while providing such services.

V. SHERIFF'S GENERAL ORDERS, POLICIES AND PROCEDURES TO BE FOLLOWED; ALL DEPUTIES SUBJECT TO DIRECTION AND CONTROL OF SHERIFF, SHERIFF TO PROVIDE FOR SUPERVISION AND COMMAND AND CONTROL

All General Orders and Policies and Procedures of the Sheriff's Office must be followed by deputies, sergeants, and lieutenants providing security services for the 2015 BARRACUDA CHAMPIONSHIP GOLF TOURNAMENT. Violation of those General Orders or Policies or Procedures will subject such Sheriff's employees solely to disciplinary action by the SHERIFF.

All deputies, sergeants, and lieutenants employed pursuant to this Agreement remain subject to the direction and control of the SHERIFF and shall utilize the normal chain of command within the Sheriff's Office in the event of problems or questions.

The SHERIFF shall provide a sufficient number of sergeants to supervise the deputies hired by the RTOF and shall arrange its employment schedules to assure that those deputies are

supervised by an appropriate number of sergeants and lieutenants. The **SHERIFF** shall have the sole power to determine the number of sergeants and lieutenants, which are, sufficient, and appropriate.

VI. COMPENSATION; REIMBURSEMENT; COUNTY TO MAINTAIN WORKER'S COMPENSATION

Compensation shall be in the following amounts, and may be revised each year as employee contracts change:

REGULAR OVERTIME

Deputies	\$82.00 per hour
Sergeants	\$112.00 per hour

Compensation shall be at a minimum of 2 hours per person and may be pro-rated for each quarter hour (15 minutes) for time less than one full hour after that. The **SHERIFF** shall submit an invoice to the **RTOF** reflecting all amounts paid to those employees as salary earned during the provision of such security services. The **RTOF** shall pay all such amounts to the **SHERIFF** promptly after receiving the invoice.

The **COUNTY** shall maintain full coverage under Nevada's Worker's Compensation laws for all deputies providing security services for the **2015 BARRACUDA CHAMPIONSHIP GOLF TOURNAMENT**. Such coverage shall be effective at all times when those employees are providing such security services.

VII. USE OF VEHICLES

The **COUNTY** and the **SHERIFF** hereby consent to allow certain Sheriff's vehicles to be

used by Sheriff's Office personnel during functions of the 2015 BARRACUDA CHAMPIONSHIP GOLF TOURNAMENT. The SHERIFF has the sole discretion to determine the quantity and type of vehicles, which may be used, and when and how the vehicles may be used.

VIII. INSURANCE

A. RENO-TAHOE OPEN FOUNDATION POLICY

RTOF shall maintain limits of General Liability insurance no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised. Unless otherwise approved by the COUNTY, all liability coverage shall be on an "occurrence" basis and not a "claims made" basis. Any deductibles on self-insured retentions must be approved by the COUNTY.

RTOF shall procure the insurance from an insurer having a Best's rating of no less than A-: VII. The COUNTY, through its Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning RTOF and the insurance carrier. The COUNTY reserves the right to require that RTOF insurer is a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's "approved but not admitted" list.

Prior to commencement of security services, the RTOF shall provide the Sheriff

with a Certification of Insurance issued by an authorized representative of the liability insurance carrier of the RTOF.

B. COUNTY NAMED AS ADDITIONAL INSURED

Prior to the commencement of providing security services for the 2015 BARRACUDA CHAMPIONSHIP GOLF TOURNAMENT, RTOF shall also provide to the Sheriff an endorsement to the General Liability Policy required by Paragraph "A" above, which name the COUNTY and all of the COUNTY'S officers, officials, deputies, employees, agents and volunteers as additional insured for all periods of time during which deputies may be employed for services at any RTOF function. The endorsement shall contain the following language:

"It is hereby understood and agreed that the following is named as an additional insured: Washoe County, Nevada and its officers, officials, deputies, employees, agents and volunteers with regard to operations performed by or on behalf of the named insured. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, deputies, employees, agents or volunteers."

The RTOF insurance coverage shall be primary insurance in respects to the county, its officers, officials, deputies, employees, agents and volunteers for operations performed by or on behalf of the RTOF. Any insurance or self-insurance maintained by the county shall be in excess of the RTOF insurance and shall not contribute with it in any way.

Any failure to comply with reporting provisions of this policy shall not affect coverage provided to the County, its officers, officials, deputies, employees or volunteers. This policy of insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Except for nonpayment of premium, coverage under this policy shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

C. **FAILURE TO PROCURE INSURANCE; REMEDIES**

If the RTOF fails to procure or maintain any of the insurance coverages required in paragraphs "A" or "B" above, the COUNTY may either (1) terminate this Agreement or (2) purchase such insurance to cover any damages which the COUNTY may be liable to pay through any of the operations under this Contract, and RENO-TAHOE OPEN FOUNDATION shall pay the amount of the premiums for each insurance to the COUNTY upon demand. The COUNTY'S Risk Manager shall have the power to determine which alternative to follow and is hereby delegated the power to purchase any insurance policies pursuant to this paragraph.

IX. HOLD HARMLESS, DEFENSE AND INDEMNIFICATION

RTOF agrees to hold harmless, defend, and indemnify the COUNTY, its officers, officials, agents, employees, deputies and volunteers from and against any loss or liability, financial or otherwise, resulting from any claim, demand, suit, action or cause of action based on bodily injury (including death) or property damage, including property damage to the MONTREUX GOLF AND COUNTRY CLUB, and RTOF property, arising out of or as a result of the acts, errors, or omissions of RTOF, its officers, agents, employees, or subcontractors, including the acts, errors, or omissions of the deputies or other employees and volunteers of the County at the direction of the RTOF or engaged in operations performed on behalf of the RTOF.

Liability, claims, demands, damages, losses and expenses resulting from the negligent acts, errors and omissions of law enforcement officers engaged in acts of enforcing the law which would have been their responsibility or come under their jurisdiction absent the agreement with the RTOF shall be excluded from the responsibility of the RTOF.

In determining the nature of any claim against the COUNTY, its officers, officials, agents, employees, deputies and/or volunteers, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations. In the event of a lawsuit against the SHERIFF or COUNTY, its officers, officials, agents, employees, deputies and/or volunteers which is defended by COUNTY personnel, RTOF shall reimburse COUNTY for the actual costs of COUNTY personnel in defending such actions.

X. MISCELLANEOUS

A. Termination of Agreement

Either party may terminate this agreement upon 90 days written notice to the other party.

B. Termination of Agreement Due to Emergency or Exigent Circumstances

The SHERIFF may, at his discretion, terminate this agreement should he determine an emergency situation exists that requires the resources dedicated to the RTOF are needed in execution of his lawful, or statutory duties.

C. Entire Agreement

This AGREEMENT constitutes the full and complete agreement of the parties and all prior, contemporaneous or subsequent statements; negotiations, promises and agreements of the parties are merged herein and shall not contradict or modify the terms hereof.

D. Term Agreement

Except as otherwise provided herein, upon execution by both parties, this AGREEMENT shall be effective during the 2015 BARRACUDA CHAMPIONSHIP GOLF TOURNAMENT; August 3, 2015, through August 9, 2015.

F. Applicable Law

This AGREEMENT shall be governed by the laws of the State of Nevada irrespective of conflicts of law principles.

G. Binding Effect

If this AGREEMENT becomes effective, it shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties hereto.

H. Authority

Each person who executes this AGREEMENT declares that he has full legal authority to bind his principal to the full extent of the law.

I. Third Parties

Nothing herein shall be construed to create any contractual rights, including third party beneficiary rights of any kind, on anyone other than the parties to this agreement.

J. Miscellaneous

Nothing herein shall be construed to be a warranty, guarantee, or promise by Washoe County or the Washoe County Sheriff's Office that, by providing security services hereunder, it will prevent any injuries to persons or damages to property arising out of or related to the events for which services are being provided pursuant to this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on the day and year first above written.

WASHOE COUNTY BOARD OF
COMMISSIONERS

ATTEST: _____
Washoe County Clerk

By _____
Chair - Washoe County Commission

WASHOE COUNTY SHERIFF

By *John Spruill #397 U.S. FOL SHERIFF*
Chuck Allen, Sheriff *CHUCK ALLEN*

RENO-TAHOE OPEN FOUNDATION

By *Chris Hoff*
Chris Hoff, Tournament Director
RENO-TAHOE OPEN FOUNDATION